

## Men's Shed Endorsements

### **GEN 11 - Hazardous Locations Exclusion**

The indemnity provided by this Policy shall not apply in respect of any claim for legal liability to pay Compensation for Bodily Injury accidental injury or Damage including denial of access caused by or arising from work undertaken whether carried out by the Insured or persons acting on behalf of the Insured in any capacity in, at or on any of the following:

- (a) aerodromes aprons runways airside helipads or landing strips
- (b) aircraft or other aerial devices mechanically propelled or otherwise
- (c) jetties or piers
- (d) hovercraft or air cushioned vehicles
- (e) ships or watercrafts in any capacity
- (f) installation maintenance &/or repair of railway track and signalling equipment
- (g) dams aqueducts or bridges
- (h) mines or quarries
- (i) nuclear power stations or any designated nuclear sites
- (j) chemical plants oil refineries petrochemical installations or storage sites relating to such
- (k) petrol tanks fuel tanks or storage vessels for such
- (l) tunnels

### **GEN 14 - Height Limit Exclusion (2 Metre)**

The indemnity provided by this Policy shall not apply in respect of any claim for legal liability to pay Compensation for Bodily Injury accidental injury or Damage directly or indirectly resulting from or in consequence of work undertaken at a height above 2 metres from the surrounding floor or ground level

### **GEN 15 - Heat Process Exclusion**

The indemnity provided by this Policy shall not apply in respect of any claim arising in connection with any heat process carried out by the Insured

### **GEN 17 - Depth Limit Exclusion (2 Metre)**

The indemnity provided by this Policy shall not apply in respect of any claim for legal liability to pay Compensation for Bodily Injury accidental injury or Damage directly or indirectly resulting from or in consequence of work undertaken at a depth below 2 metre from the surrounding floor or ground level

### **GEN 19 - Health and Safety Policy Condition**

It is a condition precedent to Companies liability that the Insured have an up to date Health and Safety Policy in force and that it is communicated to, and acknowledged by, all Employees.

### **GEN 21 - Excluding tree felling**

This Policy does not indemnify the Insured in respect of any claim arising in connection with tree-felling.

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#### **GEN 23 - Hazardous Work Endorsement**

The indemnity provided by this Policy shall not apply in respect of any claim for legal liability to pay Compensation for Bodily Injury accidental injury or Damage including denial of access caused by or arising from works involving the following:

- 1) piling work contracts other than the use of sheet piles for the temporary support of trenches
- 2) underpinning
- 3) quarrying
- 4) the use of explosives
- 5) water diversion
- 6) the construction of:

towers, steeples, spires, pylons, chimney shafts or blast furnaces, viaducts, bridges and flyovers other than for resurfacing or resurfacing of roads thereon, docks, quaysides, jetties, harbours, tunnels, dams, cofferdams or reservoirs, underground mines, underwater mines, underwater/sub aqueous works or installations

This policy exclusion does not apply in respect of;

- 1) work involving partial or total demolition of structures not exceeding 5 metres in height when such work is incidental to Your main trade

#### **GEN 28 - Premium Payment Clause**

The Insured undertakes that premium will be paid in full to underwriters 45 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to the Company, by the day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) the Company shall have the right to cancel this policy by notifying the Insured via the broker in writing.

In the event of cancellation, premium is due to the Company on a pro rata basis for the period that the Company are on risk but the full policy premium shall be payable to the Company in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the Company shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not effect the other provisions of this clause which will remain in full force and effect.

#### **GEN 33 - Exclusion: Coronavirus and/or Pandemic**

Insured section: General Exclusions

The following clause and definition are added to and incorporated into the 'General Exclusions' (or otherwise) section of this policy.

General Exclusions:

Coronavirus, epidemic and/or pandemic

Regardless of any provision to the contrary, the policy excludes any damage or loss or interruption or interference directly or indirectly caused by or resulting from, arising out of or in connection with or attributable to:

a) any Coronavirus including but not limited to;

i) COVID-19;

ii) Severe Acute Respiratory Syndrome (SARS); or

iii) MERS-CoV;

b) any epidemic or pandemic which poses a threat to human health whether officially declared an epidemic

or pandemic or not; or

c) any mutation, variation, fear or threat of a) or b) above,  
or similar or equivalent in the future

#### **GEN 47 - Property Cyber and Data Exclusion**

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### **Definitions**

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

#### **GEN 53 - Beneficial Owner**

Insured section: General Conditions

The following clause is added to and incorporated into the 'General Conditions' (or otherwise) section of this policy.

General Conditions:

Beneficial Owner

The ultimate beneficiary of this Insurance policy shall be domiciled in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney

#### **EL 4 - Volunteers Extension**

It is hereby noted and agreed that General Definition 16 - Employee is restated to read as follows

The word 'Employee' shall mean any

- (a) Person under a contract of service or apprenticeship with the Named Insured
- (b) Labour only sub-contractor or working labour master or any person directly supplied by them
- (c) Self-employed person providing labour only
- (d) Person hired to or borrowed by the Named Insured
- (e) Person under work experience or similar schemes
- (f) Person volunteering to assist or co-opted to assist the Named Insured

Whilst working directly for the Named Insured in connection with the Business.

#### **PD 20 - Overnight/Unattended Machinery Exclusion**

The indemnity provided under this Section of this Policy shall not apply in respect of any claims arising from Damage caused by machinery operating whilst unattended at the Premises other than in respect of automatic sprinkler systems and or heating systems used for domestic purposes consisting of low pressure hot water apparatus or steam or oil fired space heaters supplied from an external tank or fired gas or electric appliances

#### **PPL 65 - Abuse Exclusion**

The indemnity provided under this Section of this Policy shall not apply in respect of any claim for legal liability to pay Compensation arising out of or directly or indirectly resulting from:

- (a) Abuse committed or alleged to have been committed by the Insured any Employee or anyone acting on behalf of the Insured including the transmission of disease arising out of any act of Abuse
- (b) the Insureds practices of Employee hiring acceptance of volunteer workers or supervision or retention of any person alleged to have committed Abuse
- (c) actual or alleged knowledge by an Insured of or failure to report the alleged Abuse to the appropriate authorities

For the purpose of this exclusion the following definition is added:

Abuse

The word 'Abuse' shall mean any act or threat involving molestation harassment corporate punishment assault or battery or any other form of physical sexual emotional psychological or mental abuse